



# புதுச்சேரி மாநில அரசிதழ்

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**GOVERNMENT OF PUDUCHERRY  
LABOUR DEPARTMENT**

(G.O. Rt. No. 72/Lab./AIL/T/2017,  
Puducherry, dated 2nd May 2017)

**NOTIFICATION**

Whereas, the Award in I.D.(T)No. 02/2014, dated 14-3-2017 of the Industrial Tribunal-cum-Labour Court, Puducherry in respect of the Industrial Dispute between the Management of M/s. S & S Power Switch Gear Equipment Limited, Puducherry and the Secretary, S & S Power Switch Gear Limited, Employees Union over revision of wages has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the Notification issued in Labour Department's G.O. Ms. No. 20/91/Lab/L, dated 23-5-91, it is hereby directed by Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

**E. VALLAVAN,**  
Commissioner of Labour-cum-Additional  
Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL -CUM-  
LABOUR COURT AT PUDUCHERRY**

*Present:* Thiru G. THANENDRAN, B.COM., M.L.,  
Presiding Officer.

*Tuesday, the 14th day of March 2017.*

**I.D. (T) No. 02/2014**

The Secretary,  
M/s. S & S Power Switch Gear Limited,  
Employees Welfare Union,  
Puducherry. . . Petitioner

*Versus*

The Managing Director,  
M/s. S & S Power Switch Gear  
Equipment Limited,  
Puducherry. . . Respondent

This industrial dispute coming on this day for hearing before me in the presence of Thiru K. Velmurugan, Advocate for the petitioner, Thiruvallargal L. Swaminathan and I. Ilankumar, Advocates for the respondent, upon

hearing both sides, upon perusing the case records, after having stood over for consideration till this day, this Court passed the following:

**AWARD**

1. This industrial dispute arises out of the reference made by the Government of Pondicherry, *vide* G.O. Rt. No. 59/AIL/LAB/J/2014, dated 31-3-2014 of the Labour Department, Pondicherry to resolve the following dispute between the petitioner and the respondent, *viz.*,

(i) Whether the charter of demands, dated 17-9-2012 submitted by the S & S Power Switch Gear Limited Employees Welfare Union against the management of M/s. S & S Power Switch Gear Equipment Limited, Puducherry over revision of wages is justified? If justified, what relief they are entitled to?

(ii) Whether the 18(1) settlement, dated 30-9-2012 reached with S & S Power Switchgear Labour's union while pendency of the conciliation proceedings and wage negotiation is justified? If justified, what relief they are entitled to?

(iii) To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. The petitioner, in his claim statement, has averred as follows:

(i) The petitioner is the Secretary of the M/s. S & S Power Switch Gear Limited Employees Welfare Union and the said union is a trade union registered under the Trade Unions Act, 1926 *vide* RTU. No.1539/2008 and it is the majority trade union functioning in the respondent management with 23 of the employees as its members out of the total strength of 28 employees in the respondent management and that right from the date of inception, the petitioner union is functioning for the welfare and benefit of the employees working in the respondent management and that at this juncture, the petitioner has raised the present industrial dispute before the Labour Officer (Conciliation) Pondicherry in respect of revision of their wages and other allowances from the respondent management and since, the parties presented their view and had divergent views in front of the conciliation table, the conciliation ended in failure and the Labour Officer (Conciliation) submitted the failure report on 17-12-2013, following which the Government of Puducherry, through the Labour Department, has made the reference of the dispute to the Industrial Tribunal, Pondicherry through No. 1366/2013/LO@/AIL.

(ii) It is further stated that the petitioner union had entered into 18(1) settlement, dated 9-10-2009 with the respondent management with regard to their revision of wages and other allowances and the period of said settlement agreement was mutually agreed between the parties for 3 years and as such the above 18(1) settlement agreement has expired on 30-9-2012 and that since the 18(1) settlement is about to expire as early as on 30-9-2012, the petitioner union made a representation, dated 5-9-2012 to the respondent management regarding revision of wages and other allowances from 1-10-2012 onwards and subsequently, the petitioner union also made another representation, dated 17-9-2012 enclosing the detailed claim of their revision of wages and other allowances under various heads. However, the respondent management for one reason or the other dragged the petitioner from pillar to post without granting any relief and that since, the respondent management has not come forward to provide the legitimate demands of the union, the union has submitted its charter of demands, dated 24-6-2013 before the Labour Officer (Conciliation) claiming the revision of wages and other allowances.

(iii) It is further stated that the respondent is doing the business of manufacturing Isolators/ Disconnectors for the use of Electricity Boards and that the respondent management had started its unit in Puducherry region during the month June, 1997 and thereby till date functioning with steady increase in profits every year and that during the year 2012 the members of the petitioner union has worked more than 60 hours per month in addition to their regular working hours so as to increase the production of the respondent management and that on account of the sincere and continuous hard work of the members of the petitioner union, the respondent management has achieved a tremendous turn over of 24 crores in the year 2012 and thereby earned enormous profit and that during the succeeding years also, the respondent management is keep on doing their business with huge profits and as such the petitioner union through their representation, dated 17-9-2012 has claimed the following benefits from the respondent management: (i) Revision of Basic Wages, (ii) Revision of variable Dearness Allowance, (iii) House Rent Allowance, (iv) Conveyance Allowance, (v) Washing Allowance, (vi) Shift Allowance, (vii) Attendance Allowance, (viii) Over time, (ix) Leave Travel Assistance, (x) Bonus and *Ex gratia*, (xi) Gratuity, (xii) Leaves, (xiii) Salary Advance, (xiv) Festival Advance, (xv) Educational Allowance, (xvi) Uniform, (xvii) Safety Equipments, (xviii) Soap, (xix) Co-op., Societies Loan, (xx) Funeral

expenses, (xxi) Medical Allowance, (xxii) Festival Gift, (xxiii) Permission Hours, (xxiv) Service weightage, (xxv) Service gift, (xxvi) Heat Allowance, (xxvii) On duty, (xxviii) Leave Surrender, (xxix) Incentive, (xxx) Arrears.

(iv) The petitioner union claimed that in addition to the present basic wages, a sum of ₹ 6840 should be added *i.e.*, (4122+6840) and the pay scale may be modified as 10962-EB-548.10-13702.50-EB-685.12-17128.12-EB-856.40-21410.12 and that for 101-491 points, D.A at the rate of ₹ 1.30 for each point and that for 492-801 points, D.A at the rate of ₹ 1.65 for each point and that for 802-2843 points, D.A at the rate of ₹ 2.00 for each point and that for above 2844 points, D.A at the rate of ₹ 7.00 for each point and that in addition to the present HRA, a sum of ₹ 1600 should be added and that in addition to the present conveyance allowance, a sum of ₹ 900 should be added and that in addition to the present washing allowance, a sum of ₹ 100 should be added and that for the employees working after 6 p.m. to 10 p.m., shift allowance of ₹ 20 per day shall be given and that for the employees working after 10 p.m. to 6 a.m., shift allowance of ₹ 30 per day shall be given and that for the employees working after 6 a.m. to 8.45 p.m., shift allowance of ₹ 20 per day shall be given, Cab facility shall be arranged by the management for the to and fro of the employees during the shift timings and that for each day of attending the work, attendance allowance of ₹ 25 per day shall be given to the employees and that double wages for the over time work as contemplated under the Factories Act, 1948 should be given, added to that free food and accommodation to the employees should be provided by the management during the over time working hours and that once in a year, every employee shall be granted a one week holiday for going to tour. Added to that 1 month basic wage, variable DA and normal DA should be given or in the alternative, the management should arrange for family tour of the employees along with their families by providing accommodation, food, travel expenses at free of cost, and that in addition to the present Bonus and *Ex gratia*, for the year 2012-2013 (1-10-2012 to 30-9-2013) an amount of ₹ 3000, for the year 2013-2014 (1-10-2013 to 30-9-2014) an amount of ₹ 3,500, for the year 2014-2015 (1-10-2014 to 30-9-2015) an amount of ₹ 4000. The above bonus and *Ex gratia* amount should be paid to every employees 30 days prior to the Diwali Festival and that gratuity amount for the employees on account of superannuation, voluntary retirement from service, death, transfer, *etc.*, should be computed in accordance with the Provisions of Payment of Gratuity Act and that

all the employees should be given earned leave as provided under law, and that all the employees should be given 12 days casual leave in every year, and that all the employees should be given 12 days sick leave in every year and that once in two months, an amount equivalent to 1/3rd of the total salary of an employee should be given as salary advance, and that every year one month salary should be given as festival allowance during the Pongal Festival and that the management has to bear the entire educational expenses of the child of every employee. Added to that a sum of ₹ 20,000 should be given to each child towards the incidental educational expenses and that all the employees should be given 4 set of uniforms during every year along with stitching charges of ₹ 500 per set. Similarly, 2 pair of shoes, polish, brush and 4 pair of socks should be given to all employees annually and that every employee should be given non-veg. meals along with curd at free of cost, coffee along with biscuit or snacks should be given daily in the morning and evening, cafeteria should be provided separately away from the workspot, evening snacks provided earlier should be continued. Buttermilk should be provided during the summer season. During the overtime hours, the quantity of free food should be sufficiently increased. Similarly, 1 packet of Goodday biscuit should be provided along with tea during the OT hours. Tea break timings should be fixed as 10 a.m. to 10.15 a.m. in the morning and 3.30 p.m. to 3.45 p.m. in the evening. During the OT hours, lunch break should be fixed as 05.45 to 06.15 and that every employee should be provided safety equipment in connection with his nature of work and that once in every month 2 Hamam Soap of 150 gm., 2 bathing towels, 500 gm. of coconut oil and 1 kg. of Horlicks should be given to all employees at free of cost and that the management has to formulate a Co-operative Society in the Industry with its main objective to provide loan to the members/employees in cases of emergency and the said Society has to function in accordance with the Societies Act and Rules framed thereunder and that the management has to provide a sum of ₹ 20,000 towards funeral expenses to the death of employee or his family members while in service and that the management has to bear the medical expenses of the employees and his family members when the medical expenses cross the limit of ₹ 500 per month and in addition to that the management has to organize free medical checkup to all the employees and his family members once in a year and that during the festival of Ayudha Pooja, the management should give gift worth of ₹ 3,000 to all of its employees and that once in a

week 2 hours permission should be granted by the management and that for the every 2 completed years of service, one additional annual increment should be granted and that for the employees who has completed 15 years of service should be rewarded with 4 gram of gold coin as service gift and that for the employees working in the welding section, a sum of ₹ 400 should be given in addition to the present wage, similarly, a sum of ₹ 400 should be given as Operator Allowance to the employees working as Fitter, Turner, Machinist, Wire man, Sheet metal and that employees who were working on-duty for more than 8 working hours in a day should be given OT and such employees are entitled for ₹ 500 per day as food allowance, ₹ 300 per day as on duty allowance. When more than 1 worker is sent for on duty, a co-worker should be permitted along with him. Workers working on-duty in company holiday and night hours, OT shall be given for Travelling time and that when any employee has got leave for 30 or more days, the management has to accept the surrender of such leave and pay the cash *in lieu* of that to the concern employee and that all the employees should be given monthly incentive and that all the revised wages and other variable allowances which the employees are entitled by virtue of this charter of demands should be given to the employees computing from 1-10-2012 onwards and the said amount has to be paid through arrears.

(v) It is further stated that due to the heavy increase of cost of living, the present wages received by the members of the petitioner union is not affordable and thereby the members of the petitioner union are facing much trouble and hardship to meet out their demands and that the respondent management without considering the legitimate demands of the petitioner union arbitrarily formed a rival union with meager employees and thereby granted the revised wages and other allowances to them and that the above act of the respondent management in curbing the lawful trade union activities of the petitioner union is unjustifiable, improper and illegal and added to that the act of the respondent management in providing revised wages arbitrary to the management support union and rejecting the legitimate demands of the petitioner union tantamount to unfair labour practice and in other words, the respondent management cannot take two different stands to two different unions functioning in the same management. Moreover, the respondent is stopped from denying the payment of revised wages to the petitioner union as granted by them to the management support union and that the respondent management is pressurizing the petitioner union to yield upon the unlawful demands of the

respondent management and as such the respondent management is providing various revised wages and other allowances to the management support union. But, on the contrary, the respondent management is denying to pay the revised wages to the members of the petitioner union alleging that issue regarding the revision of wages is pending before this Court and that all the members of the union are straining their each and every nerve for the growth of the respondent management and therefore, prays this Court to pass an Award directing the respondent management to provide the revised wages and other allowances detailed in the claim statement from 1-10-2012 onwards till the next settlement is arrived at between the petitioner and the respondent.

3. In the counter statement, the respondent has stated as follows:-

(i) The claim petition filed by the petitioner union is perse not maintainable either on Law or on Facts and liable to be dismissed as devoid of merits with exemplary cost and that the various contentions and allegations stated in the claim petition are factually incorrect and the petitioner union only to achieve unlawful gains through suppression of material facts had approached this Tribunal with unclean hands and hence, it is just and necessary that the respondent management recapitulates the factual circumstances by rebuking the entire contentions of the petitioner union and prays this Tribunal to dismiss the claim petition with cost and that the validity of the entire reference of charter of demands raised by M/s. S & S Power Switch Gear Limited Employees' Welfare Union is open to question and this is being stressed because of twin reasons namely (a) Normally it is expected of the Government to examine the demands placed by the union and reject reference of demands which are governed by the statutes and (b) of the two unions which placed charter of demands namely S & S Power Switchgear Equipment Limited Labour's union and S & S Power Switch Gear Limited Employees Welfare union, a settlement was concluded on the demands raised by S and S Power Switch Gear Equipment Limited Labour's union and in other words, wage revision had been effected by means of a settlement and no settlement could be concluded with the petitioner union and that the fact remains that a copy of the settlement, dated 11-9-2013 concluded with S & S Power Switch Gear Equipment Limited Labour's union has been forwarded to the Government. Under the circumstances, the present reference of the demands

by the Government goes to show that there is non-application of mind by the Government of Puducherry in exercising the powers of referring the dispute to adjudication and in view of the above, the reference of the entire demands raised by the S & S Power Switch Gear Limited Employees' Welfare union for adjudication is liable to be rejected by this Tribunal.

(ii) It is further stated that the respondent management is a small scale unit involved in the manufacture of switchgear for the use by electricity boards and that the competition in this trade is very stiff and that further with the escalating cost of inputs, the manufacturing cost is extremely prohibitive and that our customers mostly delay payments much to the detriment of the respondent thereby posing huge liquidity problems and that due to stiff competition, the customers are demanding reduction in prices instead of granting upward revision in prices which is well justified due to escalation in the manufacturing cost and that yet the respondent management through various settlements has been granting revision in wages to the workmen and that at the risk of repetition, we stress that a settlement has already been concluded with S & S Power Switch Gear Equipment Limited Labour's union and their members have received the benefits of the settlement and by virtue of the said settlement the workmen received a package of ₹ 2694 in gross and ₹ 2958 in CTC which includes benefits such as increase in basic and other allowances. Further the existing DA structure provides for revision in DA based on increase in DA points. Consequently the respondent does not have financial ability / viability to consider any of the demands referred for adjudication.

(iii) It is further stated that the cumulative loss sustained by the respondent as on 31-3-2013 is ₹ 6.62 crores, 31-3-2014 is ₹ 6.42 crores and 31-3-2015 is ₹ 7.41 crores. The relevant details are as follows :

Year	Turnover (in ₹)	Profit/ Loss (in ₹)	Remarks
(1)	(2)	(3)	(4)
2010-2011	14,14,75,010	2,79,73,863	Loss
2011-2012	14,60,94,647	4,15,755	Profit
2012-2013	16,39,11,367	2,18,79,800	Loss
2013-2014	20,24,59,443	20,20,824	Profit
2014-2015	19,26,66,304	99,60,707	Loss

The respondent reeling under stiff competition and staggering losses cannot afford to increase the manufacturing cost in any form. Therefore the respondent having granted revision in wages to the workmen of which a portion of the workmen has received the revised wages as per the settlement, does not have the financial capacity to increase the wage burden in any form. Consequently the remaining workmen also can take the benefits under the settlement, dated 11-9-2013 and bring a finality to the issue, for the respondent cannot bear the burden of any further increase in wages and allowances.

(iv) It is further stated that until the year 2008, there was only one union which espoused the cause of the workmen in the respondent's company and that union was functioning under the name and style of S & S Power Switch Gear Limited Labour's union and in the year 2008, a splinter group known as S & S Power Switch Gear Limited Employee's Welfare union emerged and the settlement concluded in the 2009 was signed by both the unions. After the expiry of the settlement, dated 9-10-2009, the respondent company negotiated with both the unions. The parent union expressed their willingness to conclude the settlement and thus a long term settlement, dated 11-9-2013 was concluded with the parent union. Even though the respondent company was willing to extend the same benefits to the petitioner union, they did not show any inclination to conclude the deal. Thus more than the merits of the issue, it is the rivalry among the unions which resulted in demands being referred for adjudication.

(v) It is further stated that as regards the increase of ₹ 6,840 demanded in basic wages, this works out to 166% increase in the basic wage. The fact remains that this increase when fitted into the new scale demanded by the union will hike the increase much further and that in the settlement dated 11-9-2013 concluded with S & S Power Switch Gear Equipment Limited Labour's union, a hike of ₹ 1,278 per month had been granted in basic wages and the respondent therefore does not have the financial capacity to grant increase in basic wages any further. Apart from the substantial increase in basic wage ₹ 80 per month is granted as annual increment every year and that as regards the demand on increase in Dearness Allowance, as per the terms of the earlier settlement, dated 9-10-2009, besides fixed dearness allowance of ₹ 1,785 VDA was paid at the rate of ₹ 2.40 per point beyond 2843 points of the consumer price index for Chennai city of the base year 1960=100. On this basis, as on 30-9-2012 the workmen were getting DA of ₹ 6,962. This system

continues by virtue of the settlement, dated 11-9-2013. The demand referred for adjudication by the union works out to an increase of ₹ 13,415 by way of DA which means 193% increase in DA. This apart, the fact remains that the demand of the union for payment of dearness allowance in a graded from 101 points onwards ignoring the neutralization at 2843 points is a retrograde step. Such a hefty demand unrelated to the ground realities is extremely fanciful and unrealistic. It is needless to say that the present dearness allowance is protecting the life security of every workman and the demand of the petitioner union on this court cannot be entertained even to a slightest extent.

(vi) It is further stated that as regards House Rent Allowance, the demand of ₹ 3,100 represents an increase of ₹ 1,600. This is the demand works out to an increase of 107% over what was paid under the earlier settlement, dated 9-10-2009 and that by virtue of the settlement, dated 11-9-2013, the workmen have been granted an increase of ₹ 450 in House Rent Allowance. Under the circumstances, any further increase in House Rent Allowance is totally unjustified and that in the case of the demand on conveyance allowance, that as against ₹ 650 per month which was paid under the earlier settlement, dated 9-10-2009 an increase of ₹ 900 per month which works out to an increase of 138% has been demanded. By virtue of the settlement, dated 11-9-2013, an increase of ₹ 200 per month in conveyance allowance has been given which works out to an increase of 31% and that the respondent regrets their inability to increase the wage burden on this score any further and that ignoring clause 4.5 of the settlement, dated 9-10-2009 in which washing allowance was merged with the newly introduced amenity allowance, this demand has been revived and that the earlier settlement, dated 9-10-2009 was also signed by the petitioner union. Consequently this demand is devoid of merit.

(vii) It is further stated that as per shift Allowance of ₹ 500 has been demanded and this is a new demand and it has been always a practice that after arriving at an agreed package, payments due to all workmen are classified under different heads and since this has already been done, this cannot be reopened and as in the case of shift allowance, attendance allowance is also a new demand and hefty payment of ₹ 625 (*i.e.* ₹ 25 per day) has been demanded and in the earlier settlement, dated 9-10-2009 this demand was dropped by both the unions after an understanding was reached on the long term settlement to be signed and

this demand has been rejected while concluding the settlement, dated 11-9-2013 and consequently the respondent is not in a position to consider this demand. During over time working, catering arrangement and welfare facility is being provided and the demand for accommodation is bereft of any merit and that the Leave Travel Allowance of ₹ 150 per month paid under the earlier settlement has been revised as ₹ 200 per month by virtue of the settlement, dated 11-9-2013, while so, the demand of one week holiday and one month gross wages is indeed unrealistic and has no rationale and therefore this demand cannot be acceded to.

(viii) It is further stated that as regards the demand on Bonus and *Ex gratia* that all the employees are outside the coverage of Bonus Act and yet as gesture of goodwill a sum of ₹ 18,500 was fixed by virtue of the settlement, dated 9-10-2009 which was increased to ₹ 19,100 in the settlement concluded with S & S Power Switch Gear Equipment Limited Labour's union. Since the respondent company has extended this payment despite the limitations of the payment of Bonus Act, no further increase can be considered and that in the matter of gratuity the union has demanded gratuity even in case of transfer and this is not tenable under the provision of Payment of Gratuity Act, 1972 and that the demand on Earned Leave has no force because earned leave is being given to the employees as per Sec.79 of the Factories Act, 1948 and that even though there is no mandatory obligation to provide casual leave, 7 days of casual leave with wages granted in terms of the settlement, dated 9-1-2009 is being continued and the respondent is unable to improve this any further.

(ix) It is further stated that as regards the demand for 12 days of sick leave in every year, this is not a mandatory requirement, yet employees who are the outside of the coverage of ESIC Act are being paid medical allowance of ₹ 500 per month besides the facility of policy under the Workmen's Compensation Act as per the terms of settlement, dated 11-9-2013 and consequently the respondent regrets their inability to improve this in any form and that the demand of payment equivalent to one third of the total salary of an employee as advance once in every two months is not tenable under law. However in genuine cases, the management does provide help and as in the case of salary advance, festival advance is also not tenable under law, however a sum of ₹ 2,000 per annum is being given as Festival Advance recoverable in ten equal monthly installments and hence the respondent's inability to consider Festival Advance equivalent to one month wage.

(x) It is further stated that the respondent company is a medium scale unit struggling against very heavy odds and the company therefore does not have the financial ability to accommodate the demand of bearing the entire educational expenses of the child of every employee and extending a payment of ₹ 20,000 per child and yet the respondent has been paying each employee a sum of ₹ 525 per month in this regard and that the existing system of providing two sets of uniform fulfills the requirements in this regard and consequently the demand for additional two sets of uniform per annum is not justified and that the present system of payment of stitching charge of ₹ 452 towards two sets of uniform is continuing which a decent amount for that requirement and hence the increase in this payment to the extent of ₹ 1,575 which works out to 370% is not justified and that the existing system of giving a pair of shoes and two pairs of socks is more than adequate and consequently the respondent regrets their inability to give additional pair of shoes and two additional pair of socks besides polish and brush as demanded and that there are in all 27 workers working in respondent's company, the total strength including the staff is less than hundred and therefore the respondent is not statutorily required to maintain any canteen, yet as a gesture of good will, subsidized food (91% borne by the respondent company) is being given to the workers and therefore the host of demands made in this regard by the union is untenable and that safety equipment is being provided to workmen based on the nature of work and consequently there is no justification to provide this facility to everybody and that by virtue of clause 4.6 of the settlement, dated 9-10-2009, the facility of soap, towel and coconut oil were converted into monetary payment of ₹ 100 per month and this amount was increased to ₹ 125 per month by virtue of the settlement, dated 11-9-2013 and therefore there is no justification for reviving this demand.

(xi) It is further stated that considering the meager numerical strength, it is not feasible to start a Co-operative society and hence the respondent's inability to consider this demand and this apart this is not a mandatory requirement and that fortunately there is no occasion to consider the demand on funeral expenses, if by misfortune any employee dies, the management will consider extending monetary assistance and in the case of the demand on Medical allowance, that as against ₹ 390 per month which was paid under the earlier settlement, dated 9-10-2009 for workers

who are not under the purview of the ESI Act and by virtue of the settlement, dated 11-9-2013, an increase of ₹ 110 per month in Medical Allowance has been given which works out to an increase of 28% besides the facility of policy under Workmen Compensation Act and the respondent regrets their inability to consider the demand of the petitioner union and that demand on the festival gift is not legally tenable and this was being given as per by the management's discretion and however by virtue of the settlement, dated 11-9-2013 a sum of ₹ 750 is being paid as a gift during Ayudhapooja and that strictly speaking, permission facility is not conducive to disciplined working in the factory and yet by virtue of the settlement, dated 11-9-2013, the respondent has granted this facility for late attendance on three occasions of a duration not exceeding 15 minutes in a month and all the workmen enjoying this facility as 45 minutes per month and while finalizing the package for the settlement, service weightage was taken into account and the increase was accommodated in the basic wage itself and hence there is no justification for considering the service weightage separately and that service gift has been recognized and rewarded at the time of completion of 10 years of service by means of a wrist watch and hence the demand for 15 years is untenable and by virtue of the settlement dated 11-9-2013, the heat allowance of ₹ 150 per month for welders and the remaining workers are being paid operator allowance of ₹ 55 and as per the earlier settlement, the payment for heat allowance was ₹ 110 and the payment for operator allowance was ₹ 40 and in view of this, there is no justification to grant any further increase and that as much as actual expenses are being reimbursed, there is no merit in the demand on duty allowance and as per the Factories Act, Leave Encashment demand is untenable because it is restricted to cases of resignation, retirement and death and in fact as per the Factories Act, leave to the credit of the employees in excess of 30 days will lapse but this is not being enforced and incentive is not feasible in the respondent's company and hence the respondent's inability to consider the same and even after protecting the workmen's life by their Dearness Allowance increase on every month arrears is not valid and in as much as the petitioner union did not come forward to accept the decent package offered during negotiation, the respondent is unable to improve the package in any form and consequently the demand for payment for arrears is not justified.

(xii) It is further stated that the petitioner union is not correct in stating that the respondent company has earned enormous profit and it is also equally fallacious to contend that the management kept on

doing business with huge profit and in fact, if we strictly consider the financial position of the company, the respondent would not have been in a position offer any increase of after the expiry of the settlement dated 9-10-2009 and in view of the factual position stated in para 6 above, it is preposterous for the petitioner union to allege that the respondent formed a rival union and granted the revised wages and allowances to the said union and that negotiation with both the unions lasted more than a year and ultimately the parent union came forward to sign the settlement and that the respondent has done nothing illegal while concluding the settlement with the parent union and all the allegations mentioned in this regard by the petitioner union are totally unjustified and that the respondent company has treated both the unions fairly and the allegation of discrimination is totally without any substance and that the benefits of the settlement concluded under sec. 18(1) of the Industrial Disputes Act will accrue only to those who subscribe to the terms of the settlement. The petitioner union and its members having refused to accept the terms of the settlement concluded with the parent union cannot turn round and complain that the benefits of the 18(1) settlement concluded with the parent union have not been extended to their members and that none of the demands raised by the petitioner union can be acceded to beyond what has been already finalized and hence, they pray for dismissal of the claim petition.

4. On the side of the petitioner, WW.1 was examined and Ex.W1 to Ex.W6 were marked. On the side of the respondent, no oral or documentary evidence has been adduced.

*5. The point for determination is:*

(i) Whether the Industrial Dispute raised by the petitioner union against the respondent management over revision of wages is justified or not ?

(ii) Whether the 18(1) settlement, dated 30-9-2012 reached with the petitioner's union while pendency of the conciliation proceedings and wage negotiation is justified ?

6. In the course of enquiry before completing the evidence, the joint memo has been filed by the parties stating that on 16-11-2016 both the parties have mutually agreed and entered a Memorandum of Settlement under section 18(1) of Industrial Disputes Act, 1947 incorporating the reliefs sought in the above I.D. with certain modifications. A copy of the section 18(1) settlement, dated 16-11-2016 is also filed along with the memo and therefore, the matter has been settled between the parties out of Court and by



entering the settlement under section 18(1) of Industrial Disputes Act which was filed by both the parties and therefore the compromise is recorded and award is passed in terms of settlement arrived at between the parties under section 18(1) of Industrial Disputes Act, dated 16-11-2016. A copy of the settlement is to be attached as part and parcel of the award.

7. In the result, an award is passed in view of the joint memo of compromise and the same is recorded in terms of the settlement under section 18(1) of Industrial Disputes Act arrived at between the parties on 16-11-2016.

Dictated to the stenographer, transcribed by her, corrected and pronounced by me in the Open Court on this the 14th day of March, 2017.

*List of witness examined for the petitioner :*

WW.1— 27-1-2016 — R. Sivakumar

*List of exhibits marked for the petitioner:*

Ex.W1— Copy of the representation submitted by the petitioner union to the Chief Manager (Operation) of respondent, dated 17-9-2012.

Ex.W2— Copy of the representation submitted by the petitioner union to the Chief Manager (Operation) of respondent, dated 4-3-2013.

Ex.W3— Copy of the letter sent by the respondent management to the petitioner union, dated 9-3-2013.

Ex.W4— Copy of the representation submitted by the petitioner union to the Labour Officer (Conciliation), Puducherry, dated 24-6-2013.

Ex.W5— Copy of the Failure report submitted by the Labour Officer (Conciliation), Puducherry to the Secretary to Government (Labour), Puducherry, dated 17-12-2013.

Ex.W6— Copy of the order passed by the Under Secretary to Government (Labour) for referring the I.D. to Industrial Tribunal, Puducherry, dated 31-3-2014.

*List of witness examined for the respondent: Nil*

*List of exhibits marked for the respondent: Nil*

**G. THANENDRAN,**  
Presiding Officer,  
Industrial Tribunal-cum-Labour Court,  
Puducherry.

**GOVERNMENT OF PUDUCHERRY**  
**OFFICE OF THE CHIEF EDUCATIONAL OFFICER**

No. 3818/CEO/KKL/E3(Exam.)2017/874.

Karaikal, the 17th May 2017.

**NOTIFICATION**

It is hereby informed that the following candidates have lost their original SSLC Mark Certificates/ Higher Secondary Examination Mark Certificates and beyond the scope of recovery, the necessary steps have been, taken to issue duplicate certificates. If, any one finds the original Mark Certificate(s), it/they may be sent to the Secretary, State Board of School Examination (Sec.), College Road, Chennai – 600 006 for cancellation, as it is/they are no longer valid.

Sl. No.	Name of the applicant	Exam, Register No. Session and year	Sl. No. of the Mark Certificate	School in which studied last
(1)	(2)	(3)	(4)	(5)
Thiru/Tmt./Selvi :				
1	Nithyanandam, K.,	SSLC 1745728, April, 2012.	07552119	St. Mary's Higher Secondary School, Karaikal.
2	Venugopal, R.,	SSLC 3002896 April, 2014.	3884887	Kamaraj Government High School, Vadamaraicadu.